

RESOLUTION NO. 84-80

**BLUE RIDGE SEWER IMPROVEMENT DISTRICT  
ASSESSMENT AREA 1C**

WHEREAS, the Blue Ridge Sewer Improvement District has been divided into a number of proposed Assessment Areas; and

WHEREAS, within Assessment Area 1C a Petition pursuant to A.R.S. Sec. 11-714 has been circulated and filed with the Clerk of the Board of Supervisors, signed by the owners of a majority of the frontage of the property fronting on the proposed improvement; and

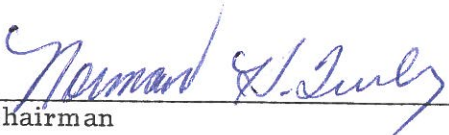
WHEREAS, in order to adopt a Resolution of Intention it is necessary that the Board of Directors designate a District Engineer and have plans and specifications and estimates of the costs and expenses of the improvement prepared by the Engineer and estimates of the assessments must be prepared and filed with the Clerk of the Board of Supervisors;

THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Blue Ridge Sewer Improvement District finds that the Petition pursuant to A.R.S. Sec. 11-714 to authorize expenditures is in good and proper form and substance and sufficient, and it conforms in all respects to the requirements of A.R.S. Sec. 11-714; and further that the Engineering Firm of Lowry & Associates is hereby authorized pursuant to the attached Contract to proceed with the work necessary prior to the adoption of the Resolution of Intention to order the improvements pursuant to A.R.S. Sec. 11-711 for Assessment Area 1C.

BE IT FURTHER RESOLVED THAT John G. Gliege, the attorney for the Blue Ridge Sewer Improvement District shall be authorized to work with the Engineers in preparation of the necessary documents and the Resolution of Intention to order the improvements.

ADOPTED this 16 day of September, 1980.

  
Chairman

ATTEST:



AGREEMENT FOR GENERAL ENGINEERING SERVICES  
BETWEEN BLUERIDGE SEWER IMPROVEMENT DISTRICT, ASSESSMENT AREA  
AND LOWRY AND ASSOCIATES

THIS AGREEMENT made and entered into this 16 day of September, 1980, by and between the BLUE RIDGE SEWER IMPROVEMENT DISTRICT on behalf of Assessment Area No. 1C, herein referred to as "DISTRICT", and LOWRY AND ASSOCIATES, a California corporation, formed under and existing pursuant to the laws of the State of California and the State of Arizona, hereinafter referred to as "ENGINEER".

W I T N E S S E T H:

WHEREAS, DISTRICT and ENGINEER desire to execute an agreement in regard to such engineering services as DISTRICT may desire to obtain from ENGINEER from time to time; and

WHEREAS, DISTRICT contemplates construction of sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections which will connect to the sewerage facilities owned and operated by the Pinetop-Lakeside Sanitary District, and

WHEREAS, ENGINEER was selected by a committee from the Blue Ridge Homeowners Association which represents homeowners within the District, to provide engineering services for the DISTRICT, and

WHEREAS, ENGINEER has represented to the DISTRICT that it has available adequate personnel who are well qualified by reason of education and experience for the required engineering services, and

WHEREAS, ENGINEER has incurred certain expenses involved in the formation of the Assessment Area, and

WHEREAS, it is the desire of the DISTRICT and ENGINEER to set forth an understanding relative to compensation to be paid ENGINEER for such services, as well as other related matters;

NOW, THEREFORE, it is mutually agreed and understood between the parties as follows:

### SECTION I: EMPLOYMENT

THE DISTRICT hereby employs ENGINEER to furnish the services hereinafter mentioned at and for the compensation herein stipulated and ENGINEER hereby accepts such employment and terms herein stipulated.

### SECTION II: SERVICES BY ENGINEER

The services required or previously completed by ENGINEER under this Agreement are those described as follows:

(A) Formation Services: Assessment Area formation services which include (1) preparation of a legal description of the Assessment Area boundaries; (2) compilation of property ownership records within Assessment Area; (3) verification of property ownership during petition signing process; (4) and attendance at public meetings and hearings as a representative of the DISTRICT.

(B) Design: Design of necessary sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections within the Assessment Area for use and benefit by those properties within the Assessment Area.

(C) Preparation of Assessment Rolls and Assessment Diagrams: Preparation of Assessment Rolls and Assessment Diagrams and Assessment Spreading.

(D) Contract Administration, Inspection, and Construction Staking: Contract Administration, Inspection and Construction Staking during the construction of the necessary sewerage facilities.

### SECTION III: EFFECTIVE DATE, TIME PERIOD & TERMINATION OF AGREEMENT

This Agreement shall become effective on the date of the last party to sign. The last party to sign shall insert and initial the effective date on page one of this Agreement, but failure to do so, or correctly to do so, does not change the effective date.

This Agreement shall remain effective until terminated by DISTRICT or ENGINEER.

DISTRICT or ENGINEER, in the sole discretion of each, may terminate this Agreement by giving ten (10) days prior written notice. In such event, DISTRICT shall forthwith pay ENGINEER in full for all work previously authorized and completed. Uncompleted work shall be paid for on a pro-rata basis determined by DISTRICT based on the value of the completed work.

#### SECTION IV: PAYMENT TO ENGINEER

For performance as provided in this Agreement, DISTRICT, on behalf of the Assessment Area, shall pay ENGINEER as follows:

(A) Formation Services: For the engineering services described in Section II(A) above, the DISTRICT shall pay ENGINEER an actual fee based upon time and materials to be determined in accordance with the ENGINEER'S Standard Schedule of Compensation in full force and effect at the time the work is performed, said Schedule attached hereto, marked Exhibit B, and incorporated herein by this reference. All costs incurred by ENGINEER shall be submitted to DISTRICT for approval within Thirty (30) days of the effective date of this Agreement.

(B) Design: For services described in Section II(B), the DISTRICT shall pay ENGINEER a percentage fee of the estimated/actual construction cost, said percentage to be that percentage as provided by the current Farmers Home Administration (FHA) curve in full force and effect in the State of Arizona at the time said work was performed, as further described on Exhibit A attached hereto and incorporated herein by this reference.

(C) Preparation of Assessment Rolls and Assessment Diagrams: For engineering services described in Section II(C), the DISTRICT shall pay ENGINEER an actual fee based upon time and materials to be determined in accordance with the ENGINEER'S Standard Schedule of Compensation in full force and effect at the time the work is performed, as provided in Exhibit B.

(D) Contract Administration, Inspection, and Construction Staking: For engineering services described in Section II(D) and elsewhere, the DISTRICT shall pay ENGINEER an actual fee determined in accordance with the ENGINEER'S Standard Schedule of Compensation in full force and effect at the time the work is performed, as provided in Exhibit B.

in witness whereof, the parties hereto have executed this Agreement in duplicate of the date set opposite their names.

LOWRY AND ASSOCIATES

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

BLUE RIDGE SEWER IMPORVEMENT DISTRICT  
ON BEHALF OF ASSESSMENT AREA \_\_\_\_\_

By: Norman D. Juby Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

John Gliege  
Attorney

DESIGN FEE CURVE  
FROM  
FARMERS HOME ADMINISTRATION  
ARIZONA SUPPLEMENT 1933  
EXHIBIT Nº 1 - ATTACHMENT I  
TO FORM 442 - 19

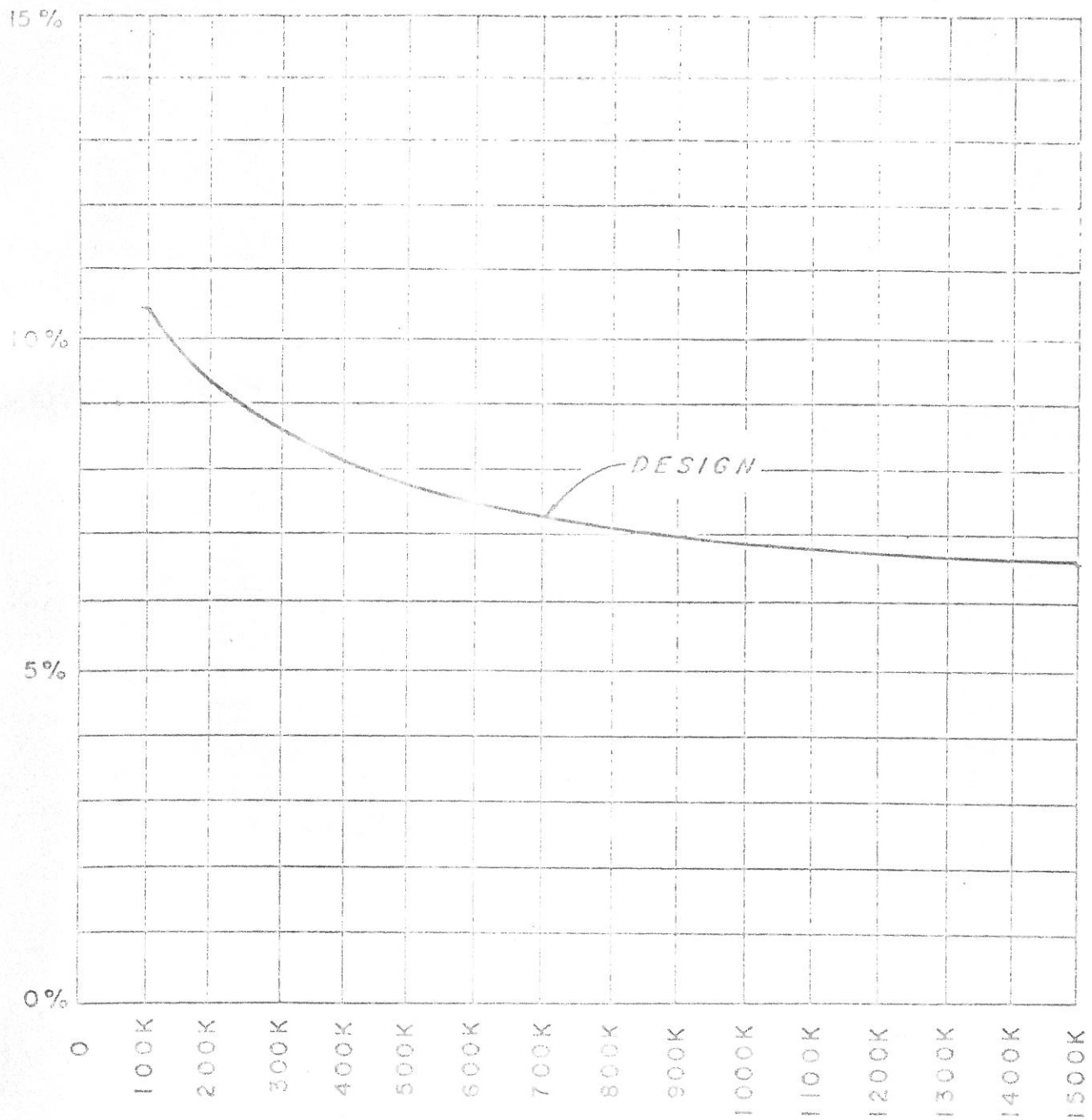


EXHIBIT - A

JANUARY 1, 1980

STANDARD SCHEDULE OF COMPENSATION

Applicable for Services Furnished on Per Hour Basis:

CLASSIFICATION	PER HOUR
Senior Principal Engineer.....	\$ 64.90
Principal Engineer, Construction & Contract Manager.....	\$ 55.00
Senior Engineer, Planner & Scientist.....	\$ 48.50
Assessment Engineer, Assistant Construction Manager.....	\$ 44.00
Project Engineer, Resident & Planner Engineer.....	\$ 37.50
Associate Engineer & Planner.....	\$ 31.50
Engineering Technician.....	\$ 21.00
Designer Draftsman.....	\$ 28.60
Draftsman.....	\$ 25.75
Computer Programmer.....	\$ 35.50
Computer Analysis.....	\$ 24.30
Jr. Computer Analysis.....	\$ 21.00
Chief construction Inspector.....	\$ 30.60
Construction Inspector.....	\$ 27.00
Technical Report Preparation.....	\$ 16.50
2-Man Survey Crew.....	\$ 42.00
3-Man Survey Crew.....	\$ 52.00
Computer Time, Reproduction, Electronic Distance Measuring Equipment and other Approved Outside Services.....	Billed At Actual Cost Plus 10%
Incidental Expenses.....	Above Fees Include Incidental Costs for lo Transportation, Telepho Costs, Etc.
Travel Costs.....	Air, Bus and Taxi, Lodg and other related trave costs billed at Actual

Minimum daily charge for court testimony as an expert witness  
is \$650.00. Preparation for a court case will be charged at  
regular hourly rates.